

SAMPLE COOPERATIVE AGREEMENT

DOE F 4600.1 (3-85)

U.S. DEPARTMENT OF ENERGY
NOTICE OF FINANCIAL ASSISTANCE AWARD

Under the authority of Public Law 95-91 Department of Energy Organization Act and subject to legislation, regulations and policies applicable to (cite legislative program title): Office of Hydrogen, Fuel Cells and Infrastructure Technologies

1. PROJECT TITLE XXX		2. INSTRUMENT TYPE <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT			
3. RECIPIENT (Name, address, zip code, area code and telephone No.) XXX ()		4. INSTRUMENT NO. DE-FC02-02EEXXXXX		5. AMENDMENT NO. A000	
		6. BUDGET PERIOD From: To:		7. PROJECT PERIOD From: To:	
		10. TYPE OF AWARD <input checked="" type="checkbox"/> NEW <input type="checkbox"/> CONTINUATION <input type="checkbox"/> RENEWAL <input type="checkbox"/> REVISION <input type="checkbox"/> SUPPLEMENT <input type="checkbox"/> OTHER			
8. RECIPIENT PROJECT DIRECTOR (Name and telephone No.) XXX ()		12. ADMINISTERED FOR DOE BY: (Name, address, zip code, telephone No.) XXX, Contract Specialist U.S. Department of Energy, Chicago Operations Office 9800 South Cass Avenue Argonne, Illinois 60439 (630) 252-			
9. RECIPIENT BUSINESS OFFICER (Name and telephone No.) XXX ()					
11. DOE PROJECT OFFICER (Name and telephone No.) XXX ()					

13. RECIPIENT TYPE

<input type="checkbox"/> State Gov't	<input type="checkbox"/> Indian Tribal Gov't	<input type="checkbox"/> Hospital	<input type="checkbox"/> For Profit Organization	<input type="checkbox"/> Individual
<input type="checkbox"/> Local Gov't	<input type="checkbox"/> Institute of Higher Education	<input type="checkbox"/> Other Nonprofit Organization	<input type="checkbox"/> C <input type="checkbox"/> P <input type="checkbox"/> SP	<input type="checkbox"/> OTHER (Specify) _____

14. ACCOUNTING AND APPROPRIATION DATA				15. EMPLOYER I.D. NO./SSN XXX
a. Appropriation Symbol	b. B&R Number	c. FT/AFP/OC	d. CFA Number	
XXX	XXX	XXX	N/A	

16. BUDGET AND FUNDING INFORMATION			
a. Current Budget Period Information		b. Cumulative DOE Obligations	
(1) DOE Funds Obligated This Action	\$ <u>.00</u>	(1) This Budget Period	\$ <u>.00</u>
(2) DOE Funds Authorized for Carry Over	\$ <u>.00</u>	[Total of lines a.(1) and a.(3)]	
(3) DOE Funds Previously Obligated in This Budget Period	\$ <u>.00</u>	(2) Prior Budget Periods	\$ <u>.00</u>
(4) DOE Share of Total Approved Budget	\$ <u>.00</u>	(3) Project Period to Date	\$ <u>.00</u>
(5) Recipient Share of Total Approved Budget	\$ <u>.00</u>	[Total of lines b.(1) and b.(2)]	
(6) Total Approved Budget	\$ <u>.00</u>		

17. TOTAL ESTIMATED COST OF PROJECT \$ N/A
(This is the current estimated cost of the project. It is not a promise to award nor an authorization to expend funds in this amount).

18. AWARD/AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of this form plus the following:

a. Special terms and conditions (if grant) or schedule, general provisions, special provisions (if cooperative agreement)

b. Applicable program regulations (specify) N/A (Date) _____

c. DOE Assistance Regulations, 10 CFR Part 600, as amended, Subparts A and ☒ B (Grants and Cooperative Agreements) or ☐ C (State and Local Governments)

d. Application/proposal dated _____ ☐ as submitted ☐ with changes as negotiated

19. REMARKS: See Page 2 of this Notice of Financial Assistance Award		21. AWARDED BY	
20. EVIDENCE OF RECIPIENT ACCEPTANCE			
_____ (Signature of Authorized Recipient Official) (Date)		_____ (Signature of Authorized Recipient Official) (Date)	
_____ (Name)		_____ (Name)	
_____ (Title)		_____ (Title)	

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19. REMARKS (continued)

- a. The following terms and conditions, attached hereto, are made a part hereof:
 1. Budget Page – DOE F 4600.4, which sets forth the approved budget for the project period;
 2. Special Terms and Conditions for Financial Awards, coded SPRG-0202;
 3. Federal Assistance Reporting Checklist, dated xxxx;
 4. Additional Special Provisions; and
 5. Intellectual Property Provisions – Assistance, coded xxx.
- b. Clause No. 10, Submission of Scientific/Technical Reports, of the attached Special Terms and Conditions for Financial Assistance Awards, coded SPRG-0202, is hereby deleted and replaced with the following:

“10. REPORTING PROVISIONS FOR COOPERATIVE AGREEMENTS

I. Progress Report

A. *Requirement.* Unless otherwise specified in the award, the awardee must submit periodic Progress Reports to the addresses and in accordance with the frequency listed on the DOE Federal Assistance Reporting Checklist (DOE F 4600.2), as follows:

1. Progress Reports are due 30 days after the reporting period. A final Progress Report is due 90 days after the expiration or termination of the award. If the award requires a final Scientific/Technical Report, a Progress Report is not required at the end of the final year.
2. For continuation awards, the Progress Report (required in paragraph I.A.1.) is due 90 days before

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the end of the budget period. Failure to submit a timely report may delay the processing of the continuation award.

- B. *Content.* The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:
1. The DOE award number and name of the awardee.
 2. The project title and name of the project director/principal investigator.
 3. Date of report and period covered by the report.
 4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
 5. Results of work to date. To the extent possible, do not include proprietary or other information not subject to public release. If inclusion of such information is necessary for completeness of the report, the Awardee should ensure that such information is properly marked.
 6. Cost and schedule status. Cost Status - show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, awardee share, and total costs. Schedule Status - list milestones, anticipated completion dates and actual completion dates. Awardees may use project management software, such as Microsoft Project, to measure and report cost and schedule status.
 7. Any changes in approach or aims and reasons for change.

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8. Actual or anticipated problems or delays and actions taken or planned to resolve them.
9. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
10. A description of any technology transfer activities accomplished during this reporting period, such as:
 - A. Journal publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Project Office.
 - B. Web site or other Internet sites that reflect the results of this project.

II. Special Status Report.

The awardee must report the following events to the DOE Project Officer as soon as possible after they occur:

1. Problems, delays, or adverse conditions which materially impair the awardee's ability to meet the objectives of the award. The report must include the remedial action to be taken to correct or resolve the problem/conditions.
2. Developments that have a significant favorable impact on the project.

III. Scientific/Technical Reporting-Final Report of Topical Report only.

- A. *Requirement.* Awardees must submit final Scientific/Technical Reports/products within 90 days after the expiration of the award to the Internet address listed in Section C. All scientific/technical reporting must comply with the requirements in paragraphs C., D., E., and F. of this Section III and any special instructions identified on the Federal Assistance Reporting Checklist (DOE F 4600.2).

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B. The final technical or topical report must:

1. Identify the DOE award number; name of awardee; project title; name of project director/principal investigator; and consortium/teaming members;
2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project and/or special topical area is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman;
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project;
5. Summarize (final technical report only) project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, where applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions;

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6. Identify products developed under the award and technology transfer activities, such as:
 - a. Journal publications (list journal name, volume, issue); conference papers; or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Project Officer;
 - b. Web site or other Internet sites that reflect the results of this project;
 - c. Other products (e.g., software, data bases, inventions); and
 - d. Patent applications, licensing agreements.
7. For projects involving computer modeling, provide the following information:
 - a. Model description, key assumptions, version, source and intended use;
 - b. Performance criteria for the model related to the intended use;
 - c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
 - d. Theory behind the model, expressed in non-mathematical terms;
 - e. Mathematics to be used, including formulas and calculation methods;

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- f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
 - g. Hardware requirements; and
 - h. Documentation (e.g., users' guide, model code).
- C. *Electronic Submission.* All final technical/scientific reports or topical reports must be submitted electronically-via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/mlink-2413>.
- D. *Electronic Format.* Final reports and topical reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. E-Link can provide more details about converting a file to PDF. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the Contracting Officer at the address listed in Block 12 of the Notice of Financial Assistance Award.
- E. *Submittal Form.* The awardee must submit the appropriate DOE Form 241 with each scientific/technical deliverable required under the award (see Federal Assistance Reporting Checklist, DOE F 4600.2).

Final Scientific/Technical Reports or Topical Reports. Each report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)". You can complete the DOE F 241.3 online, upload the report, and submit. If there is any patentable material or protected data in the report, the awardee must, consistent with the data protection provisions of the award, clearly identify patentable or protected

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data on each page of the report, identify such material on the cover of the report, and mark the appropriate block in Section K of the DOE F 241.3. Other than patentable material or protected data, reports must not contain any proprietary data (limited rights data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

F. *Acknowledgment of Support and Disclaimer.* The awardee is responsible for assuring that an acknowledgment of support and a disclaimer are included on any publication based on or developed under this project.

1. Acknowledgment: Include the following or a similar acknowledgment of support: "This material is based upon work supported by the U S. Department of Energy under Award No. (DOE award number)."
2. Disclaimer: Every publication of material based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, must contain the following disclaimer:

"Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of Energy."

- c. All references to the term "grant(s)" shall be read as "cooperative agreement"; the term "grantee" shall be read as "participant, recipient or awardee", and the term "subgrant(s)" shall be read as "subaward(s)".

U.S. Department of Energy
Federal Assistance Budget InformationOMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 1.87 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

1. Program/Project Identification No.	2. Program/Project Title	
3. Name and Address		4. Program/Project Start Date
		5. Completion Date

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

FEDERAL ASSISTANCE BUDGET INFORMATION

INSTRUCTIONS

- Item 1 - Enter the Federal grant or agreement identification number for the current year as it appears in the official award, if known.
- Item 2 - Enter the Program/Project official title as it appears in the award.
- Item 3 - Enter name and address of the agency or office responsible for coordination and administration of the Program/Project.
- Item 4 - Enter the official start date.
- Item 5 - Enter the official completion date as of the latest official modification.

Section A. Budget Summary

Lines 1-4, Columns (a) and (b).

For applications pertaining to a single Federal assistance program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g).

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project.

For continuing assistance program applications, submit these forms before the end of each funding year if required by Program Manager. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the funding period only if the award instructions provide for this. Otherwise, leave these columns blank. Enter in Columns (e) and (f) the amount of funds needed for the upcoming period. The amount(s) in.

Column (g) should be the sum of the amounts in Columns (e) and (f).

For supplemental awards and changes to existing awards, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of the amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

- Item 6a-h Show the estimated amount for each direct cost budget (object class) category for each column with program, function or activity heading.
- Item 6i - Show the totals of Lines 6a to 6h in each column.
- Item 6j - Show the amount of indirect cost.
- Item 6k - Enter the total of amounts on Line 6i and 6j. For all applications for new and continuation awards, the total amount in Column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental awards and changes to awards, the total amount of the increase or decrease as shown in Columns (1) - (4), Line 6k, should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.
- Item 7 - Enter the estimated amount of income, if any expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Program Manager in determining the total amount of the award.

THIS REPORT IS REQUIRED IN ACCORDANCE WITH 42 U.S.C. 7254 AND 40 U.S.C. 471 ET SEQ. FAILURE TO REPORT MAY RESULT IN CONTRACT TERMINATION OR PENALTIES AS PROVIDED BY LAW.

Special Terms and Conditions for Financial Assistance Awards

The requirements of this attachment take precedence over all other requirements of this award found in regulations, the general terms and conditions, DOE orders, etc., except requirements of statutory law. Any apparent contradiction of statutory law stated herein should be presumed to be in error until the recipient has sought and received clarification from the Contracting Officer.

1. PAYMENT OFFICE

CR-54/CHO
Accounts Payable Division
U. S. Department of Energy
P.O. Box 500
Germantown, MD 20874-0500

2. FINANCE OFFICE

U. S. Department of Energy
Chicago Operations Office
Office of Chief Financial Officer
9800 South Cass Avenue
Argonne, Illinois 60439

3. PAYMENT

Payment under this award will be made by:

- ☐ Advance by Department of Treasury Automated Standard Application for Payments System (ASAP)

The recipient shall request cash only as needed for immediate disbursements, shall report cash disbursements in a timely manner, and shall impose the same standards of timing and amount, including reporting requirements, on secondary recipients.

- ☐ Advance by Automated Clearing House (ACH)
☐ Reimbursement by ACH

When requesting an advance or reimbursement payment via ACH, the recipient shall submit an original Request for Advance or Reimbursement, SF 270, to the Payment Office specified in Section 1. above, and a copy of the SF 270 to the Contract Specialist specified in Block 12 of the Notice of Financial Assistance Award (DOE F 4600.1). The timing and amount of advance payment requests shall be as close as is administratively feasible to the actual disbursements. Such requests shall not be made in excess of reasonable estimates of cash outlays for a 30-day period.

A completed "Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form" must be on file with the Finance Office specified in Section 2. above prior to requesting any ACH payment.

4. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, including but not limited to FAR 31.205-31, when applicable, as incorporated by Financial Assistance Rule 600.127(a), the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in

connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

5. FEDERALLY-OWNED PROPERTY

If you acquire federally-owned property under this award whether fabricated, furnished or purchased with Capital Equipment Funds, then a listing of such property shall be submitted on DOE F 4300.3, Semi-Annual Summary Report of DOE-Owned Plant & Capital Equipment (P&CE), to the Contracting Officer within 45 days after August 31 of each year and within 30 days after the project period ends. The report must separately identify items which were fabricated, furnished, or purchased with Capital Equipment funds under this award.

Any Capital Equipment funds and the equipment to be purchased, fabricated, or furnished with such funds are indicated on Page No. 2 of the Notice of Financial Assistance Award.

6. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

7. NOTICE REGARDING UNALLOWABLE COSTS AND LOBBYING ACTIVITIES

Recipients of financial assistance are cautioned to carefully review the allowable cost and other provisions applicable to expenditures under their particular award instruments. If financial assistance funds are spent for purposes or in amounts inconsistent with the allowable cost or any other provisions governing expenditures in an award instrument, the government may pursue a number of remedies against the recipient, including in appropriate circumstances, recovery of such funds, termination of the award, suspension or debarment of the recipient from future awards, and criminal prosecution for false statements.

Particular care should be taken by the recipient to comply with the provisions prohibiting the expenditure of funds for lobbying and related activities. Financial assistance awards may be used to describe and promote the understanding of scientific and technical aspects of specific energy technologies, but not to encourage or support political activities such as the collection and dissemination of information related to potential, planned or pending legislation

Special Terms and Conditions for Financial Assistance Awards

8. REPORTING

Failure to comply with the reporting requirements contained in this award will be considered a material noncompliance with the terms of the award. Noncompliance may result in a withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or of unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

9. APPROPRIATIONS ACT RESTRICTIONS

If the appropriation symbol contained in Block 14.a. of the Notice of Financial Assistance Award for this award is listed below, paragraph 9.a. is applicable to this award, otherwise paragraph 9.b. applies:

89X0213.91	89X0215.91
89X0234.91	89X0235.91

a. Department of Interior and Related Agencies Appropriations Act:

1. Lobbying Restriction (Interior Act)

The awardee agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

2. Compliance With Buy American Act

In accepting this award, the recipient agrees to comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c, popularly known as the "Buy American Act"). The recipient should review the provisions of the Act to ensure that expenditures made under this award are in accordance with it.

b. Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Acts:

Lobbying Restriction (Energy and Water Appropriations)

The awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

10. SUBMISSION OF SCIENTIFIC/TECHNICAL REPORTS

Electronic Submission: Scientific/technical reports must be submitted electronically via the DOE Energy Link System (E-Link) with the appropriate DOE Form 241 (See Federal Assistance Reporting Checklist, DOE F 4600.2). E-Link will allow you to complete the DOE F 241 online and then upload your report. It can be accessed at <http://www.osti.gov/elinek-2413>.

DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)": This form and instructions are available on E-Link. If there is any patentable material, protected data, or SBIR/STTR data in the report, the recipient must, consistent with the data protection provisions of the grant, clearly identify patentable or protected data on each page of the report, identify such material on the cover of the report, and mark the appropriate blocks in Section K of the DOE F 241.3. Other than patentable material, protected data, or SBIR / STTR data, reports must not contain any proprietary data (limited rights data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award, that is protected from public release for a period of time by the terms of the award agreement.

Electronic Format: Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. E-Link can provide more details about converting a file to PDF. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the Contracting Officer at the address listed in Block 12 of the Notice of Financial Assistance Award.

U.S. Department of Energy

Appendix A

Federal Assistance Reporting Checklist

For instructions see FAL Management of Report Deliverables

1. Identification Number: DE-FC02-03CHXXXXX		2. Program/Project Title: To be determined	
3. Recipient: To be determined			
4. Reporting Requirements:		Frequency	No. of Copies
MANAGEMENT REPORTING			Addressees (3)
<input checked="" type="checkbox"/> Progress Report (1), (2)		Q	1,1,1 A, B, C
<input checked="" type="checkbox"/> Special Status Report (4)		A	1,1,1 A, B, C
SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/elink)			
<u>Report/Product</u>	<u>Form</u>		
<input checked="" type="checkbox"/> Final Technical Report (6)	DOE F 241 ..3	F	
<input type="checkbox"/> Conference papers/proceedings*	DOE F 241 ..3		
<input type="checkbox"/> Software/Manual	DOE F 241. 4		
<input type="checkbox"/> Other (see special instructions)			
* Scientific and technical conferences only			
FINANCIAL REPORTING			
<input checked="" type="checkbox"/> SF-269, Financial Status Report		Q, F	1,1,1 A, B, C
<input checked="" type="checkbox"/> SF-272, Federal Cash Transactions Report (8)		Q	1,1,1 A, B, C
CLOSEOUT REPORTING			
<input checked="" type="checkbox"/> Final Invention and Patent Report		F	1 C
<input checked="" type="checkbox"/> Property Certification		F	1 C
<input type="checkbox"/> Other (see Special Instructions)			
OTHER REPORTING			
<input checked="" type="checkbox"/> Other (See Special Instructions) (5) (6) (7) (9)		See Special Instructions	1,1,1 A, B, C

FREQUENCY CODES AND DUE DATES:

- A - Within 5 calendar days after events or as specified.
- F - Final; 90 calendar days after expiration or termination of the award.
- Y - Yearly; 90 days after the end of the reporting period.
- S - Semiannually; within 30 days after end of reporting period.
- Q - Quarterly; within 30 days after end of the reporting period.
- O - One time after project starts; within 30 days after award.

5. Special Instructions:

- (1) Technical Progress Report: Shall include narrative status by topic(s) and tasks in the statement of work, current accomplishments, problems, near-term plans, and open items; provide an analysis of variances from schedule, cost plans by month, and assess overall progress.
- (2) Report will be sent by electronic e-mail.
- (3) See attachment A for address list for distribution of reports.
- (4) Special Status Report: Provides notice of problems, delays, or adverse conditions, which materially impair the awardee's ability to meet the objectives of the award or developments that have a significant favorable impact on the project. The report must include the remedial action to be taken to correct or resolve any problem or adverse conditions. Frequency: A
- (5) Management Plan: Will provide project information including, but not limited to, a work breakdown structure, start and end dates, resource amounts and rates, materials, baseline data, task dependencies, cost plan by month, a management control system description, and other information required to measure the progress of schedule and costs. Frequency: O,A; Addresses: A,B,C
- (6) Electronic Draft and Final Technical Report: A draft of the final technical report shall be submitted electronically to the DOE Project Officer for review and approval prior to distribution. Comments will be discussed and incorporated into a final technical report. The final technical report will be submitted electronically via the DOE Energy Link System (E-Link) which can be accessed at <http://www.osti.gov/mlink-2413>. For further guidance regarding electronic submission requirements, refer to the provision entitled "Submission of Scientific/Technical Reports."
- (7) Presentation materials from review meetings and technical conferences: Will be provided to the DOE Project Officer. Frequency: A
- (8) Federal Cash Transactions Report (Standard Form 272): Required to be submitted 15 calendar days following the end of each quarter.
- (9) Topical Reports: Will be written to cover significant events as mutually agreed upon. Frequency: A

ADDRESSEE LIST
DE-FC02-03CHXXXXXX

- A. Program Manager
U. S. Department of Energy
1000 Independence Ave., SW
Code EE-16 2H
Washington, D.C. 20585-0121
Phone: 202-586-XXXX
Fax 202-586-XXXX
E-mail: ProgramManager@hq.doe.gov
- B. Project Officer
U. S. Department of Energy
9800 South Cass Avenue
Argonne, IL 60439-4899
Phone: 630-252-XXXX
Fax 630-252-XXXX
E-mail: Project.Officer@ch.doe.gov
- C. Contract Specialist
U. S. Department of Energy
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ADDITIONAL SPECIAL PROVISIONS

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ADDITIONAL SPECIAL PROVISIONS

1. COST SHARE CONTRIBUTIONS

It is the intention of the Government and the Participant to share the allowable and allocable costs for performance of the work under this Agreement during the budget/project period beginning _____ and ending _____, on a XX.XX percent (Government) and XX.XX percent (Recipient) basis. As a result, the Government's contribution toward the aforementioned budget/project period shall \$ _____, as specified in Block 16.a.(4) of the face page, and the Recipient's contribution shall be \$ _____, as specified in Block 16.a.(5) of the face page. The cost share percentages specified above shall also apply to any increase in the Total Approved Budget, specified in Block 16.a.(6) of the face page. Notwithstanding any other provision in this Agreement, it is understood by the parties that no additional Federal funding above that specified Block 16.b.(3) of the face page will be provided under this Agreement notwithstanding the total cost of the project at its completion. The Recipient further understands and agrees that it is liable for its pro rata share of the total allowable and allocable costs incurred for work performed under this Agreement in the event the project is terminated early or is not funded to its completion.

Subject to the availability of funds, DOE anticipates funding \$xxx.00 to the Recipient through this award. These funds are also reflected in Blocks 16.a.(4) and (6) of this Notice of Financial Assistance Award.

In the event the project is terminated early or not funded to its completion, the Recipient understands and specifically agrees that the Government is not waiving the Recipient's requisite cost share requirement and that in the event the project is not funded to its completion or otherwise terminated prior to completion, the Recipient is still obligated to meet its requisite cost share. The Recipient further agrees that upon termination or at the completion of the project, upon notification by the Government, it will promptly submit to the Government all such sums due and owing to satisfy its requisite cost share. Failure to make such payment shall result in the Government undertaking collection action against the Recipient. This understanding and agreement shall also apply to any additional budget periods within the project period wherein the Recipient's aggregate cost share contribution to that date has not met the requisite cost share.

2. FEE

No fee shall be paid to the Recipient for performance under this Agreement.

3. INVOICING PROCEDURES

The Recipient is required to provide supporting documentation for each invoice, which specifically identifies the total DOE costs, and total Recipient costs.

4. PARTIALLY FUNDED FINANCIAL ASSISTANCE AWARD WITH COST SHARING

This award is partially funded on a cost-reimbursement basis without fee or profit. The total estimated cost of the project to be conducted during the current budget period is specified in Block 6. of the face page is \$xxx,xxx.00, of which the estimated cost to DOE is \$xxx,xxx.00 and the estimated cost to the Recipient is \$xxx,xxx.00. The Cumulative DOE Obligation for the current budget period is \$xxx,xxx.00, and, subject to the availability of additional funds, DOE anticipates obligating an additional \$xxx,xxx.00 hereunder for the current budget period. The Recipient shall not be obligated to continue performance of the project beyond the total of (a) the amount of funds set forth as the Cumulative DOE Obligation specified in Block 16.b.(1) of the face page, (b) the amount, if any, set forth as DOE Funds Authorized for Carry Over in Block 16.a.(2) of the face page, and (c) the amount of the Recipient's corresponding obligation for the current budget period, viz., \$xxx,xxx.00; provided, however, that once the Cumulative DOE Obligation has been increased by DOE to \$xxx,xxx.00, the Recipient's obligation shall be increased to a total amount of \$xxx,xxx.00, and the Recipient shall be expected to bring this phase of the project (covered by the current budget period) to its conclusion within the amount of \$xxx,xxx.000, and there is no commitment by DOE to provide any additional funding to the Recipient. This award is subject to a refund of unexpended funds to DOE.

5. STATEMENT OF SUBSTANTIAL INVOLVEMENT

DOE ROLES AND RESPONSIBILITIES: The Department of Energy (DOE) may provide technical direction to the recipient as follows: (1) redirect the work effort; (2) shift work emphasis between work areas or tasks; (3) require pursuit of certain lines of inquiry; (4) fill in details or otherwise provide technical guidance to the recipient in order to accomplish the tasks and requirements stated in the financial assistance application incorporated into this Agreement. DOE technical direction shall not impose tasks or requirements upon the recipient additional or different from the tasks and requirements stated in the financial assistance application incorporated into this Agreement. To be valid, technical direction must be issued in writing. Technical direction may not: (1) constitute an assignment of additional work outside the tasks and requirements stated in the financial assistance application incorporated into this Agreement; (2) in any manner cause an increase or decrease in the total estimated project cost or the time require for project performance; (3) change any of the expressed terms and conditions of the Agreement; or (4) accept non-conforming work. DOE will

actively monitor the recipient's research and development activities. DOE will actively collaborate with the recipient in evaluating and setting research milestones.

RECIPIENT ROLES AND RESPONSIBILITIES: The recipient shall provide all personnel, facilities, equipment, supplies and services, and otherwise do all things necessary for, or incident to, conducting the research project. The recipient is responsible for the overall management of the effort necessary for timely and professional execution of the project work. The recipient shall proceed promptly with the performance of technical directions duly issued by the DOE Project Officer in the manner described in DOE ROLES AND RESPONSIBILITIES, above, and which are within the DOE Project Officer's authority. The recipient shall immediately cease performance of any technical direction upon receipt of a written instruction to that effect from the Contracting Officer. If, in the opinion of the recipient, any technical direction issued by the DOE Project Officer is not within the authorities defined in DOE ROLES AND RESPONSIBILITIES, above, the recipient shall not proceed but shall notify the Contracting Officer in writing within five working days after the receipt of any such technical direction and shall request the Contracting Officer to rescind such direction or mutually agree to modify the Agreement accordingly. The Contracting Officer shall have the authority to make the final determination with respect to technical direction. If the recipient disputes the determination and cannot informally resolve the dispute with DOE, the recipient shall follow the procedures set forth in 10 CFR 600.22. The only persons authorized to give Technical direction to the recipient under this Agreement are the Contracting Officer and any DOE Project Officer as listed in Block 11 of the Notice of Financial Assistance Award. Any action taken by the Recipient in response to any direction, given by any person other than the Contracting Officer or DOE Project Officer, shall not be binding upon the Government.

DURATION OF SUBSTANTIAL INVOLVEMENT: The substantial involvement by DOE under this Agreement will remain in effect for the term of the Agreement, unless otherwise amended.

This statement of substantial involvement does not increase DOE's liability under this Agreement.

6. CONTINUATION OF WORK

There will be an evaluation of the progress near the end of each year of the work to determine to either continue, redirect, or terminate the project.

Intellectual Property Provisions Solicitation Clause List (Research, Development or Demonstration)

	FAR	52.227-1	Authorization and Consent (JUL 1995) <i>Alternate I of this clause is applicable if this award is for the conduct of research, development or demonstration .</i>
	FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) <i>The provisions of this clause shall be applicable only if the amount of this award exceeds \$100,000, and the award is for the conduct of construction, research, development or demonstration.</i>
03.	FAR	52.227-3	Patent Indemnity (APR 1984) <i>The provisions of this clause shall not be applicable if this award is for the conduct of research, development or demonstration.</i>
04.	FAR	52.227-6	Royalty Information (APR 1984)
05.	DEAR	952.227-9	Refund of Royalties (MAR 1995)
06.	DEAR	952.227-11	Patent Rights – Retention by Contractor (Short Form) (MAR 1995) <i>This clause applies only if the awardee is a domestic small business or domestic nonprofit organization at the time of award, and the award is for the conduct of research, development or demonstration.</i>
07.	DEAR	952.227-13	Patent Rights – Acquisition by the Government (MAR 1995) <i>This clause applies unless the awardee is a domestic small business or domestic nonprofit organization at the time of award, and the award is for the conduct of research, development or demonstration.</i>
08.	FAR	52.227-12	Patent Rights - Waiver (JUL 1996), as modified by 10 CFR 784, DOE Patent Waiver Regulations <i>This clause applies if the awardee has received an advance waiver of patent rights from the DOE Chief Patent Counsel.</i>
09.	FAR	52.227-14	Rights in Data – General (JUN 1987), as modified by DEAR 927.409 (effective Apr 1998) and 10 CFR Part 600.27 <i>If this award requires the use or delivery of limited rights data and/or restricted computer software, Alternates II and/or III are incorporated, respectively.</i>
10.	FAR	52.227-16	Additional Data Requirements (JUN 1987) <i>This clause does not apply to this award if the award is for the conduct of basic or applied research, as set out elsewhere in this award, to be performed solely by a college or university, and the estimated cost is not in excess of \$500,000.</i>
11.	FAR	52.227-23	Rights to Proposal Data (Technical) (JUN 1987)
12.	DEAR	952.227-84	Right to Request Patent Waiver (FEB 1998)

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